

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 17	
2. Amendment/Modification No. 0004		3. Effective Date 2007MAY24		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACD-B JODIE BENNETT (309)782-8541 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: JODIE.BENNETT@US.ARMY.MIL		Code W52P1J		7. Administered By (If other than Item 6) Code			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				SCD PAS ADP PT			
				9A. Amendment Of Solicitation No. W52P1J-07-R-0082			
				9B. Dated (See Item 11) 2007APR19			
				10A. Modification Of Contract/Order No.			
				10B. Dated (See Item 13)			
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

WHHAD X+The purpose of this amendment is as follows:

1. To update the COMHAWK Sample Task SOW (Attahcmetrn 4B) as follows:

Add the following to Paragraph 3.2 - The COMHAWK requirements for these aircraft do not include the Internal Auxilliary Fuel Tank or the Leakproof Drip Pan.

To delete the requirement for the UNS lf kits as GFE from paragraph 3.3.

2. To incorporate the quality assurance clauses as provided.

3. To provide the latest answers to the remaining questions submitted.

1. Amendment 0001Why does block 1, Contract ID Code, state Firm-Fixed- Price?

Answer: System requires a code of a single type of contract for reporting purposes only

2 Amendment 0001In Section A, it instructs the offeror to provide resumes for the listed labor categories. One of the categories is Senior Engineer for each Army platform (i.e., Blackhawk, Apache, Kiowa, ARH, Chinook). Does the Government want the Contractor to have a separate Senior Engineer

for each Army platform or can one Senior Engineer cover multiple platforms? Also, since the ARH is still in design/development stage, is Contractor expected to have an experienced Senior Engineer for the ARH platform?

Answer: The offerors may propose a single individual for more than one platform. The offerors must be prepared to address the requirements for each platform if the volume of work

exceeds the ability of a single individual. In regards to ARH, the offeror should propose the individual with the most applicable experience. The government recognizes that ARH is a system in development.

3. Amendment 0001 and Solicitation DocumentIn Section J, reference is made to Attachments (i.e., Attachment 0001, Attachment 0002, Attachment 0003, Attachment 0004, Attachment 0005 and Attachment 0006). In various sections of the Solicitation document (i.e., Section L, Section M and the attachments), there are inconsistencies in the citations where often a citation is made to an appendix instead of an Attachment. Did the Government mean to cite the Attachments instead of appendices? Please clarify. Answer: All are corrected to read attachment 1-6 per narrative of Amendment 2

4. Section H and Section I of Solicitation DocumentAre flight or ground operations required to be performed by the Contractor? If so, should ground and flight risk clauses in FAR/DFAR be added in Section H or Section I?

Answer: YES

5. Statement of Work 1.0 GENERAL, it states that The contractor is required to be able to provide individuals for all the labor categories who have the qualifications described in Attachment A to this scope of work. Should the reference be to Attachment 0002, LABOR CATEGORIES instead of Attachment A? Answer: Yes

6. Statement of WorkIn 2.0 SCOPE, it states that The LSF contract shall support the mission requirements of PEO AVIATION. Is the scope of work for this Solicitation limited to supporting the mission requirements of only PEO AVIATION, or does the Government intend that the Contractor support the mission requirements of the Department of Defense? Please clarify.

Answer: The primary mission is to support PEO Aviation requirements. The PEO Aviation may receive properly authorized taskings from other DoD entities that may be performed by the LSF.

7. Statement of WorkIn 2.0 SCOPE, it states that The Government will provide the facilities described in Attachment B to this scope of Work. There was no Attachment B included with the Solicitations documents. Please clarify or provide description of facilities that the Government will provide. Answer: The facilities provided are Hangar Building 4803 (delete and office space in Building 3457)

8. Attachment 003 SECTION L & M ADDITIONAL REQUIREMENTSIn SECTION L Instructions, Conditions and Notices To Offerors, it states that Proposals shall be submitted in electronic format via email\85 Is there a specific format the Government wants the Contractor to use when submitting proposal electronically by email (i.e., Word, PDF, etc.)? Also, based on prior electronic submissions to the Government, is there a file size limitation for attachments?

Answer: Electronic copies may be provided on Compact Disk (CD) or Floppy Disk in Microsoft Office compatible format (e.g., Word, Excel, Power Point). Attachments shall be in PDF format. Zip files will not be allowed and the size limitation for electronic files is 7 Mb.

9. Attachment 003 SECTION L & M ADDITIONAL REQUIREMENTSIn SECTION L Instructions, Conditions and Notices To Offerors, it states that Proposals shall be submitted in a clearly legible font, no smaller than size 10. Are graphics and the Integrated Master Schedule (IMS) submissions constrained to 10 point font requirement or can a font smaller than 10 point be used for graphics and the IMS?

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Answer: No, as long as they are legible.

10. Attachment 003 SECTION L & M ADDITIONAL REQUIREMENTSIn L1.1, L1.2, AND L1.3 there appears to be a discrepancy between the sample task name and the information contained in Attachment 004 3 SAMPLE TASKS AND DRAWINGS. For instance, in sample task L1.1, it references the Design Task in Appendix 2a but it appears that in Attachment 004 3 SAMPLE TASKS AND DRAWINGS the task is 2c. This type of inconsistency is found with the other two sample tasks. Please clarify. Answer: Corrected in narrative of Amendment 2.

11. Attachment 003 SECTION L & M ADDITIONAL REQUIREMENTSIn L1.4 Subfactor: Management it states that The Management subfactor shall consist of three equal elements:. Sections L1.4.1 Facilities and L1.4.2 Management Team/Personnel appear to contain two of the elements. Is there a third element or does the Government consider Management Team/Personnel to be two elements? Please clarify. Answer L1.4 is amended to say that the management sub-factor consists of TWO equal elements. Management Team/ Personnel are one element.

12. Attachment 003 SECTION L & M ADDITIONAL REQUIREMENTSIn L1.4.2. Management Team/Personnel, the last sentence states that The offerors personnel plan for the non-key personnel will be evaluated only to show the offerors ability to provide sufficient labor across all categories to cover the estimated quantities of hours. Is the estimated quantities of hours the summation of the total direct labor listed on the Excel spreadsheets for Firm Fixed Price Rates and Cost Plus Fixed Fee Rates (i.e., 437,939 hours + 228,137 hours = 666,076 hours)? Answer: Yes

13. Excel SpreadsheetsOn the Excel spreadsheet for Firm Fixed Price Rates, in the Matl/Subk/ODC Indirects sections, in FY 2008 there are two numbers listed (i.e., \$1,000,000 and \$12,000). Is this an error? Answer: Yes, These numbers were inadvertently included in the spreadsheet and should be removed.

14. Attachment 004 3 SAMPLE TASKS AND DRAWINGSIn Sample Task 2, DOPPLER GPS NAVIGATION SYSTEM, paragraph 2.2 and 2.3 seem to be inconsistent. Please specify whether DGNS MWO 1-1520-237-50-92 Revision F or Revision G will be used to install the kits. Answer: Installation should be completed IAW Revision G. Latest copy of the MWO will be provided.

15. Attachment 004 3 SAMPLE TASKS AND DRAWINGSIn Sample Task 2, DOPPLER GPS NAVIGATION SYSTEM, are the DGNS kits GFE? Answer: Yes, the kits would be provided as GFP if this task was awarded.

16. Attachment 004 3 SAMPLE TASKS AND DRAWINGSIn Sample Task 3, VIP 12 Point Internal Communication System, does the Government expect validation to occur under this Task? Answer: Yes a validation of the reversed engineering drawings would be a requirement

17. GeneralUnder the existing LSF Contract, is any GFE provided to the existing contractor beyond the GFE provided under individual Task/Delivery Orders? If so, will this GFE be provided to whoever is awarded a contract for this Solicitation? If so, please provide list of the GFE? Answer: Any available GFE necessary under specific orders will be provided after award of those orders.

18. GeneralAre there any wage determination guidelines applicable for this Solicitation? If so, please provide. Answer: The intention is to award end item orders to the maximum extent practicable. In the event a services order is awarded the appropriate SCA clauses and rates will be incorporated.

19. Reference: L.2.2: The offerors are required to pay facility utilization costs. \'85 The offeror shall include any expected recovery of these costs in the proposed indirect rates for the five (5) performance periods fiscal years 0812. Question: Will the Government invoice the contractor on a monthly basis, or at some other interval? Answer: monthly

20. Reference: Clause I-65 52.216-28, Ordering: Question: What is the Governments intent regarding proposal requirements for subsequent task orders after award (i.e.: technical/management, cost/price)? Answer: The Government will require a technical/management proposal in accordance with the task requirements. The contractor shall propose labor hours and categories, and material/ODCs, which will be negotiated for each order. The labor rates and material handling/ODC rates established by this competition are contractually binding on the contractor and will be used to establish the price of each order.

21. Reference: L.2.2, Part 3: Contract Rate Matrix: The offerors proposed direct rates, indirect rates, and profit/fee percentages submitted in the Part 3 Contract Rate Matrix shall be contractually binding for the five (5) performance periods/fiscal years 2008 2012. Question a: To what extent are these rates binding? Is it the Governments intent to incorporate and bind offerors to proposed rates for resulting FFP task order proposals only? Answer: They are binding for the five (5) performance periods/fiscal years 2008 2012. No, the rates are binding for both FFP and CPFF proposals. For CPFF proposals the rates will be utilized to develop the cost estimates and establish Fee.

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Question b: An offeror traditionally assesses risk on CPFF and FFP requirements on an individual case-by-case basis. A binding requirement to lock in fee/profit for the duration of the contract eliminates the ability of the offeror to continue to leverage risk. Is it the intent of the Government to consider flexibility with regard to profit/fee at the task order level?
Answer: No

Question c: The inclusion of base hourly base rates and contractor indirect rates in a proposal and resulting contract makes it an extremely competitively sensitive document. Request the Government consider the incorporation of a fully burdened rate matrix in any resulting contract award.
Answer: No, we do not want fully burdened rates. The Government has a responsibility to protect contractor proprietary information.

22. Reference: L.2.2., Part 3: Contract Rate Matrix:
Question: In many cases, it may be more cost advantageous to the Government to allow incorporation of both on-site and off-site rates. The off-site rates would be utilized when the contractors facilities are not being utilized for the effort. Is it the Governments intent to consider incorporating rates for both scenarios?
Answer: No, off-site work isn't significant enough for the Government to request contractors to develop separate off-site rates

23. Reference: Standard Form 30.
Question: Do you want the Standard Form 30 and other fill-ins submitted as a separate package or included with a particular volume?
Answer: Separate

24. Reference: RFP Section B, page 4
Question: Section B does not provide a CLIN structure; is the Governments intent to specify the desired CLIN structure for the sample tasks? Additionally, does the Government intend to provide Section B CLIN structure contemplated for the resulting award?
Answer: No, propose costs and fee/profit using rates and labor categories for evaluation. Assume 1 CLIN for total cost/price of each awarded sample task.

25. Reference: Section B and G and Payment Clauses
Question: Is it the Governments intent to specify applicable FAR Payment clauses? In the absence of Section B structure, Section G, and/or Payment clauses, the invoicing and resulting payment terms are unknown. Additionally, is it the Governments intent to include FAR 52.232-32, Performance Based Payments?
Answer: See clauses incorporated in amendment 2 section I

26. Reference: Contract Data Requirements List
Question: Section J does not specify any CDRLs and/or data deliverables under this effort; based on the pricing types contemplated, several funds and manpower expenditure type reports are anticipated. Additionally, numerous CDRL and data deliverables are specified throughout the Sample Task SOWs. Is it the Governments intent to specify data deliverable requirements and provide CDRLs.
Answer: It is anticipated that any CDRL requirements will be incorporated as part of the individual task orders and the successful contractor will be able to include the costs of the CDRLs in each order

27. Reference: L.1.4.2
Question: Attachment 2 is a long list of labor categories, while Amendment 01, Section A includes a request for 9 resumes. Should this reference in L.1.4.2 actually state Amendment 01 instead of Attachment 2?
Answer: Yes

28. Reference: L.1.4, Subfactor: Management
Question: The Management subfactors shall consist of three equal elements. Are the three factors Facilities, Management Team, and Personnel?
Answer: The Subfactor Management includes two elements, Facilities and Management/Personnel.

29. Reference: L.1.1 through L.1.3, Sample Task 1-3.
Question: There is a discrepancy between the verbiage utilized to describe the three sample tasks and their correlation to the appendices. Please clarify.
Answer: Corrected in narrative of amendment 2

30. Reference: Sample Task, Appendix 2b
Question: We cannot read the drawings provided. For example, see drawing LEX-11611. Will the Government provide copies of the actual or better quality drawings for this sample task? Additionally, drawing number LEX-11394 was not included. Please provide.
Answer: See attached drawings

31. Reference: Sample Task, Appendix 2b, SOW paragraph 2.3, and 2.4
Question: Does the Government want the 100 kits specified in paragraph 2.4 based on the updated drawing discussed in paragraph 2.3?
Answer: Yes contractor is to provide a bid to produce 100 each of the reverse engineered 12 Point ICS kits.

32. Reference: RFP, page 2, Section A.6.
Question: When does the Government anticipate conducting Industry Day?
Answer: 16 May- Details in amendment 2

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33. Reference: Attachment 1, SOW, paragraph 4(4)
Question: Can you identify the LSF Board of Managers and their role in making decisions for the LSF operations and task performance?
Answer: The reference to the LSF board of managers is unnecessary. The SOW for the contract and the task will be the governing documents. The following words are deleted from the LSF SOW: After approval from the requiring activity and the LSF Board of Managers,

34. Reference: Sample Task, Appendix 2a, DGNS Installation
Question: Is the Government providing the Group A and B kits for all 3 aircraft installations on the UH-60A/L? Answer: The contractor is to install both an A-Kit and a B-kit; both will be provided as GFP

35. Reference: Sample Task, Appendix 2c, paragraph 3.6.1.1, COMHAWK Helicopter Development
Question: Which version and date of MIL-STD-40051 is applicable to the effort?
Answer: Contractor shall use MIL-STD-40051B(1)

36. Reference: Sample Task, Appendix 2c, COMHAWK Helicopter Development
Question: Is the contractor required to develop the MWO as part of the Data Package for the VIP Seats and Color Weather radar designs? If so, is it an abbreviated MWO?
Answer: The contractor shall provide installation instructions in sufficient detail to allow a depot level contractor team to use the package as a standalone document and perform the installation/checkout procedures.

37. Reference: Sample Task, Appendix 2c, paragraph 3.3, COMHAWK Helicopter Development
Question: Does a UH-60L MWO and Technical Data Package exist for the UNS-1F FMS A and B kits that are being provided as GFE, and if so, will the Government provide offerors access to them during the proposal process? Do the UH-60 Technical Manuals currently reflect the UNS-1F FMS as being installed on the UH-60L?
Answer: The Government does not have ready access to the UNS-1F MWO or Technical Data Package. The Government has not signed up to providing either the FMS A-Kit or B-Kit to this contract. The current Black Hawk TMs do not contain UNS-1F in them.

38. Reference: Sample Task, Appendix 2c, paragraph 3.2.3, COMHAWK Helicopter Development
Question: Respectfully request the Government provide SAE AS 8049A and SES-700700 to offerors during the proposal phase.
Answer: SES-700700 is being provided.

39. Is there equipment which was purchased with Partnership Consideration Agreement (PCA) dollars under previous contract? Will it be provided as GFE? Will you provide a list and condition of the equipment? Answer: Yes/No/NA

40. Reference: SF30
Question: Where should the proposal be delivered? Additionally, provide a time of day for delivery.
See Block 6 of this amendment - 4:00 CT

Questions regarding Solicitation

41. SF 33 Block 9. Please specify the time by which the proposal is to be delivered 4 June 2007. - 4:00 CT

42. Paragraph A.6: When will the pre-proposal conference be held? Will there be any limitations on the number of company personnel who may attend?
Answer: May 16, 2007- Yes 3 per offeror

43. Paragraph A.9: Please clarify the specific facility for which the facility use contract will be awarded. In addition, please clarify the reference in this section to Appendix 3 to Section L.
Answer: Hangar Bldg 4803 delete and Office Building 3457 See narrative of amendment 2

44. Section B: Since the solicitation states that the minimum award will be a single delivery order, which will be one of the three sample tasks, please provide guidance on completing Section B, Prices. Specifically, which one of the three sample tasks should we assume will be awarded for the purposes of completing this section, or should this section be left blank pending contract award?
Answer: There is no pricing required in Section B. See Section L cost/price section for pricing price all 3 sample tasks 1 or more may be awarded.

45. Section L: Please clarify the reference to Appendix 1 to Section L.
Answer: Corrected in narrative of amendment 2

46. Section M: Please clarify the reference to Appendix 1 to Section M.
Answer: Corrected in narrative of amendment 2

Questions regarding Amendment 1:

47. Amendment 1 identifies the past performance forms as Attachment 006, yet the PRAG forms themselves are identified as Appendix 4a & 4b. Please clarify the intent of the designation Appendix for the PRAG forms.
Answer: Corrected in narrative of amendment 2

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48. Section A of Amendment 1 identifies seven categories of key personnel to be evaluated, including a position of LSF Facility Manager. Please clarify the Government requirement for this position. Specifically, does this position take the place of the current LSF General Manager?

Answer: The offerors should submit the resume of the Manager who is responsible for all business and technical operations of the LSF.

Questions regarding Attachment 1, Contract Statement of Work:

49. Paragraph 2.0 references facilities described in Attachment B to this scope of Work. This attachment does not seem to be in the current solicitation. Please clarify where that attachment can be found.

Answer: The facilities are Hangar Bldg 4803 delete and Office Building 3457 See narrative of amendment 2

50. Paragraph 4.0 refers to an LSF Board of Managers. Please clarify the composition and responsibilities of this board.

Answer: The reference to the LSF board of managers is unnecessary. The SOW for the contract and the task will be the governing documents. The following words are deleted from the LSF SOW: After approval from the requiring activity and the LSF Board of Managers,

51. The SOW calls Labor Categories, Attachment A but the document itself is labeled Attachment 2. Please clarify. Answer: Corrected in narrative of amendment 2

Questions regarding Attachment 3, Revised Section L:

52. The introduction to Section L states that the proposal is to be divided into three sections. Are all three sections to be bound in a single volume or are they to be submitted in separate volumes?

Answer: As long as the sections are separated it doesnt matter

53. The introduction to Section L states that proposals shall be submitted in a clearly legible font, no smaller than size 10. Does this apply to proposal graphics? Specifically, may proposal graphics incorporate fonts smaller than 10 point providing the annotations remain legible? Requiring a minimum of 10-point type on all graphics will necessitate redrawing existing graphics as well as making some graphics hard to view. Answer: OK for graphics as long as they are legible

54. Paragraph L.1.4 states that the Management subfactor shall consist of three equal elements, yet only two are listed. What is the third Management subfactor?

Answer: This should be changed to 2

55. Paragraphs L.1.1, 2 & 3 identify Appendix 2a as Design, 2b as Installation, and 2c as Production. Paragraph L.2.2 identifies SOW 1 as Comhawk Design, SOW 2 as DGNS Installation, and SOW 3 as ISC Production. Attachment 004 identifies Appendix 2a as DGNS Installation, 2b as ICS Production, and 2c as Comhawk Development. Please clarify the SOW designations to ensure reference consistency.

Answer: Corrected in narrative of amendment 2

56. Paragraph L.3.2.1 discusses reference numbers to be used throughout Section III and on the Relevant Contracts Summary of Experience, PRAG Form 1(Appendix 4a); and the Contract References, PRAG Form 2 Appendix 4b. Please clarify the requirement for reference numbers in the Past Performance volume. Specifically, the PRAG forms include a requirement to Use reference numbers as indicated in Volume 2 narratives of your proposal. Since Section L states that the proposal is to be divided into sections rather than volumes, and section II is Cost/Price, is the callout of Volume 2 in the PRAG forms in error and should it say Section III?

Answer: Yes, it should be Section III

57. Paragraph L.3.1 limits Past Performance narratives to 25 pages. We interpret this requirement to mean a total of 25 pages for all narratives combined. Is this correct?

Answer: Yes

Questions regarding Attachment 4, Sample Tasks:

58. Appendix 2b (ICS Sample task) Will the required installation be accomplished solely by utilizing the installation drawings or will a RSN or MWO be provided with the RFP and be considered GFI within paragraph 2.1 of the Sample Task Statement of Work? Will the installation take place in Huntsville, AL? - Answer: This task is to strictly reverse engineer and produce ICS kits. There is no requirement for installations

59. Appendix 2b (ICS Sample task) The Drawing Tree (LEX-11586) lists drawing LEX 11394, VIP ICS II Enclosure as a required document; however, it was not provided in the RFP. Please provide a copy of drawing LEX 11394.

Answer: See attached drawings

60. DGNS SOW (Appendix 2a), paragraphs 2.2 and 2.3: Paragraph 2.2 states that the revision for the MWO is Rev G whereas paragraph 2.3 states that the contractor is to install the DGNS kits in accordance with MWO Ref F. Please clarify.

Answer: Offerors shall propose to rev. G which will be provided.

61. DGNS SOW (Appendix 2a): The statement of work does not specify whether the kits are GFE or must be manufactured by the contractor. Please clarify.

Answer: Both the DGNS A-Kit and B-Kit will be provided by the Government.

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62. Reference: RFP Sample Tasks, Appendices 2b and 2c
Question: It is our understanding that a substantial portion of the work described in the Appendices may have previously been accomplished and, in some cases, by the incumbent and/or other potential offerors. For example, reference Appendix 2c, it is our understanding the incumbent was previously involved in the preliminary COMHAWK design work on the UH-60A model aircraft. Additionally, the technical data package provided for Appendix 2b has been developed by a potential offeror, and it is our understanding they have also done installations for this effort. Based on the minimal differences between the UH-60A and UH-60L aircraft models, does the Government agree this provides a competitive advantage, specifically regarding proposing cost? Will the Government take this potential competitive advantage into account and level the cost when evaluating proposed costs for the sample tasks?
Answer: The Government does not consider that any offeror has a competitive advantage on this effort for the following reasons: The COMHAWK design effort which has been initiated outside of the LSF was to integrate the COMHAWK and a UH-60M (not a UH-60A). The UH-60M is extensively different from both a structural and electrical from the UH-60L so the task is substantively different and no offeror has a competitive advantage. Two sub-tasks within this task have been done previously by the incumbent contractor, the Internal Auxiliary Fuel tank and the Leakproof Drip Pan. These subtasks are hereby deleted from the COMHAWK task.

63. Reference: RFP Attachment 2, Labor Categories
Question: In order to execute this effort and provide a best value to the Government, additional labor categories will be required. Is it the Governments preference for offerors to propose the additional labor categories within the sample task proposals, or to provide a comprehensive list and labor description prior to proposal submission?
Answer: No, the Government requires the offerors to propose to the labor categories. These labor categories and their qualifications were constructed by the Government based on its experience and the anticipated work. The Governments intention is to put all the offerors on an equal footing for purpose of the total contract cost evaluation by imposing the requirement to bid the categories of labor the quantity of hours and material set forth in the RFP. Since this is an ordering contract, and the specific types and kinds of work to be performed are not yet known, the government would have no basis to adequately evaluate an alternative labor mix.

Questions regarding Attachment 4, COMHAWK Sample Task:
64. Section 2.0: Top level documents are referred to in the Document Summary List (DSL) but no DSL is provided in the SOW. Please provide the referenced documents.
Answer: The reference to the DSL is deleted; the documents are all included in the task SOW.

65. Section 3.3 states that the Government will provide two UNS-1F FMS A and B kits. Please provide the drawings supporting the A-kit. Additionally, as the Government is providing A and B kits for UNS-1F FMS, when will the engineering data be made available for integration?
Answer: SOW will be updated to delete the GFP portion of the UNS-1F. It will be the responsibility of the contractor to coordinate with the UNS-1F vendor to secure whatever B-Kit items they need and responsibility of the contractor to produce the appropriate A-Kit for installation on a UH-60L.

66. Section 3.4.1: Please clarify or provide enclosure????
Answer: Enclosures provided as exhibits in Amendment 4

67. DFAR 252.228-7001 is not included in this solicitation. Please clarify the Governments intent with respect to GFR clauses
Answer: The RFP is amended to include the DFAR clauses 252.228-7001

Questions & Clarifications regarding Attachment 3, Sections L&M & Amendment 0002:
68. RFP Amendment #2, in the Answer to Question #8, states:
Attachments shall be in PDF format. Zip files will not be allowed and the size limitation for electronic files is 7 MB." Given that the proposal is to be in MS Office-compatible format, please clarify exactly what attachments are to be in PDF format. Also please clarify whether the file size limitation of 7MB applies only to e-mail attachments or to a proposal submitted on CD. If it applies to the entire electronic proposal, is there a preferred format for numbering files?
Answer: Any attachments the offeror feels necessary to submit with the proposal that cannot be converted into text (i.e. drawings, etc.)

Questions & Clarifications regarding Amendment 0002
69. Amendment 0002 Paragraph A.4 states the following: "Appendix 2a (DGNS Design Task) should be Attachment 4a; Appendix 2b in Section L and 2c on attachment (COMHAWK Installation Task) should be Attachment 4b; Appendix 2c in Section L and 2b on attachment (VIP II Production Task) should be Attachment 4c. The Sample Task Statements of Work identify the Design Task as COMHAWK and the Installation Task as DGNS. Please re-clarify the designations of the Sample Tasks.
Answer: COMHAWK is the design task and DGNS is the installation task

70. COMHAWK SOW paragraph 3.6.1.6 states, "The Contractor shall support verification of TMs/changes IAW Attachment? by providing the required replacement parts..." Please define the term "replacement parts?"
Answer: Delete the reference requiring replacement parts in para. 3.6.1.6

71. Please define what is meant by LSF off-site and on-site?

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Answer: Off-site is other than at the contractors facility or Redstone Arsenal. The work contemplated under this contract is anticipated to be performed at two sites. Those two sites are the hanger facility at Redstone Arsenal and the contractor's facility located within reasonable commuting distance of Redstone Arsenal. The RFP requires one set of rates for these two facilities. If the offeror has different rates structures for these two facilities, the offeror is permitted to manage the performance of the work and may assume an appropriate work split in the construction of the single rate structure required by the RFP.

72. In Amendment 0002 to the Solicitation, the Government provided the following answer to Question 22: "No, off-site work isn't significant enough for the Government to request contractors to develop separate off-site rates." Based on this answer, it appears no Contractor furnished facilities, equipment, or other capital investments are required to support this SOW/Contract. However, it is our understanding that the incumbent has manufacturing and administrative facilities located off (i.e., outside) of Redstone Arsenal where manufacturing, integration, kitting, other operations, and support of the LSF are also performed. Is it correct to assume that the bulk of LSF electrical and mechanical manufacturing, component painting, integration, warehousing, shipping and receiving, kitting, and administrative functions are also to be performed on Redstone Arsenal in building 4803 and 3457? Also, when requirements exceed on-site capacity and off-base/site facilities are necessary, how can an on-site overhead pool/labor rate be properly applied and costs allocated accordingly in compliance with DCAA requirements?

Answer: See answer to question 71.

73. If "off-site work isn't significant enough for the Government to request contractors to develop separate off-site rates", can an assumption be made that the Government intends to provide, via GFE, all manufacturing support equipment and facilities (lathes, mills, tooling, sheet metal brakes, wire markers, computers, office equipment, cutting tools, etc.) to perform the requirements of this SOW/Contract?

Answer: See answer to question 71.

74. Is it the Government's intent to establish one labor rate/overhead pool to accomplish both on-site and off-site Contract performance?

Answer: Yes

Reference: Sample Task, Appendix 2c, paragraph 3.3, COMHAWK Helicopter Development

75. Question: Does a UH-60 MWO and Technical Data Package exist for the UNS-1F FMS A and B kits that are being provided as GFE, and if so, will the Government provide all offerors access to them during the proposal process?~ Do any UH-60 Technical Manuals currently reflect the UNS-1F FMS as being installed on the UH-60? If so, will the Government provide all offerors access to this data during the proposal process?

Answer: The Government does not have access to the UNS-1F MWO or Technical Data Package. The Government will not provide either the FMS A-Kit or B-Kit to this contract. It will be the responsibility of the offeror to provide both the A-kit and the B-kit. The current Black Hawk TMs do not contain UNS-1F in them.

76. Question: Are the cover page and table of contents excluded from the page count for the Past Performance Volume?

Answer: Yes

77. Reference:\~ The answer to Question #65 in Amendment 0003 states that installation is now being changed to a UH-60M.\~ This answer represents a significant change to the sample task and it seems to contradict the Governments answer to Question #62 concerning competitive advantage.

Question:\~ Has the sample task SOW changed to require support of aircraft UH-60M?

Answer: Answer to #65 is corrected to show UH-60L.

78. Amendment 3, Question 68 refers to a file size limitation at 7MB. Should we assume the limitation is based on email limitations and the total information can be larger than 7MB? The files should be segmented and easily reassembled if necessary to segment.

Answer: The 7MB limitation is per email. All electronic submissions may be sent via CD instead of email.

79. In sample task 1, paragraph 3.2.3, what is the function of the non-rated crewmember in sample task 1?

Answer: This individual will assist the crew chief in accomplishing his duties prior to takeoff, in-flight duties, and post flight duties. There will be no peculiar expectations placed on this individual when he is assigned to a COMHAWK aircraft.

80. In sample task 1, paragraph 3.2.3, what is the definition of a non-rated crewmember?

Answer: See answer to question 79.

81. Request further clarification in regard to the answer to question 21 in amendment 3. Please confirm that the CPFF rates that the contractor must propose will only be used for proposing tasks only?

Answer: The labor and material/ODC handling rates will be binding on the contractor for purposes of negotiating the CPFF orders. These rates will be used to determine the estimated cost and the fixed fee. All cost orders are subject to final audit by DCAA so, if the actual costs incurred vary from the contract rates, there would be an overrun or under-run. Subject to the Limitation of cost/Funds clause, the funded amount of the contract would be adjusted accordingly. The fixed fee will remain the same and be applied to CPFF orders issued for performance.

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82. Is there an official closing date for additional questions?
 Answer: We will accept questions as long as necessary. However, the Government requests all questions be submitted as soon as they are known to allow for consideration and any necessary response prior to the established solicitation closing date of June 4, 2007.

Reference: Governments Cost Template
 83. Question: Does the Government desire to see subcontractor indirects presented under the heading Labor/Material/Subk/ODC Indirects? If not where does the Government desire they be presented?
 Answer: The subcontractor indirect rates are not required for the Estimated Total Contract Price spreadsheet template as we provided a surrogate Material/Subcontract/ODC dollar figure inclusive of any subcontractor indirect rates. The three (3) Sample Tasks templates require the offerors to provide a total subcontract dollar figure to include all of the subcontractors costs (direct, indirect, profit/fee). Any subcontractor indirect rates for the three (3) Sample Tasks would be presented in the form of a full up cost proposal from a subcontractor when the prime contractor is considering a sole source subcontract over the cost and pricing data threshold of \$650,000 per FAR 15.404-3.

Reference: Delivery of the Proposal
 84. Question: Will the Government consider allowing proposal delivery to a point of contact at Redstone Arsenal, Building 5681 (PEO Aviation HQ bldg) at the time designated on June 4, 2007? The delivery requirement to Rock Island necessitates mailing of the proposal no later than Thursday, May 31, 2007.
 Answer: No. Delivery address is as stated in the solicitation.

*** END OF NARRATIVE A 0006 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 ADDED	52.246-4536 LOCAL	STATEMENT OF WORK - 2-D BAR CODING VERIFICATION	JUL/2005
(a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.			
(b) An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to HQ, US Army Joint Munitions Command, 1 Rock Island Arsenal, ATTN: AMSJM-QAP, Rock Island, IL 61299-6500 to be read by a High Performance Bar Code Verification system.			
(c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.			
(d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.			
(e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.			
(f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.			

(End of statement of work)

(CS7300)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 ADDED	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAR/2006
Part I General Statistical Process Control Requirements			

- (a) In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.
- (b) The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:
- Date of Acceptance _____
- Contract Number(s) _____
- (c) The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.
- (d) A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Part II of this clause. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.
- (e) The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.
- (f) Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.
- (g) When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.
- (h) The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of if

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any one of the following conditions exist:

- (1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.
- (2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.
- (3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).
- (i) The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:
 - (1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.
 - (2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.
- (j) For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).
- (k) Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph (g) above.
- (1) Not used.
- (m) Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.
- (n) The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

Part II Detailed requirements pertaining to plan submittal

In accordance with DI-MGMT-80004 and Part I of this clause, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

1.0 General Management Plan

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

1.1 Policy/Scope:

Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

1.2 Applicable Document:

List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

1.3 SPC Management Structure:

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Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.) Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.)

1.4 SPC Training:

Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

1.5 Manufacturing Controls:

Identify the criteria for performing SPC gage capability studies and describe how and when these studies are applied. Repeatability and accuracy of gages should be addressed.

1.6 Determination of SPC Use:

Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto analysis; analysis of characteristics with tight tolerances, etc.)

1.7 Process Stability and Capability:

a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as a result of each process capability study. Describe the contractor's methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:

(1) Variable Data. Process capability (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).

(2) Attribute Data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk=1.33).

b. Describe what actions will be taken if process/operation is sub-marginal or marginal. (Cpk less than 1.33 or 2.0 for criticals) or grand average fraction defective is greater than .003 percent).

c. Include analysis of statistical distributions and define all formulas and symbology utilized.

1.8 Control Chart Policy:

a. Type of charts to be used (i.e., \bar{x} bar/R x bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.

b. Procedures for establishing and updating control limits, including frequency of adjustments.

c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken; to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.

d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

1.9 Vendor/Subcontractor Purchase Controls:

Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often; what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

1.10 SPC Audit System:

At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

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1.11 SPC Records:
Identify various records to be used in support of SPC and describe their use. Identify retention periods.

2.0 Detailed Plan:
This section shall detail specific manufacturing process/operation parameters under control.

2.1 Control of Process/Operation Parameters or Characteristics:
a. Identify the following for each process/operation by name or characteristic under control:

(1) Identify process/operation by name or characteristic and provide rationale for selection; justification for non-selection if the parameter or characteristic is identified as critical, special and/or major.

(2) Describe how the characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.

(3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.

(4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted out; identify facility/vendor where process/operation parameters are targeted for SPC.

2.2 Reduction or Elimination of Inspection/Test: The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

(End of clause)

(ES7034)

E-2 ADDED 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
LOCAL

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

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E-3 ADDED 52.246.4531 ACCEPTANCE INSPECTION EQUIPMENT MAY/1994
LOCAL

(a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

(c) All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

(d) Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

(e) Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

(f) The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-4 ADDED 52.246-4532 DESTRUCTIVE TESTING MAY/1994
LOCAL

(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED 52.246-17		WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	JUN/2003

(b) Contractor's obligations.			
(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance.			

(c) Remedies available to the Government.			
(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days.			

(End of clause)			
(IF6070)			

I-2 ADDED 52.246-4551	SUPPLEMENTAL WARRANTY INFORMATION	JAN/2006
(a) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out of provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.		
(b) For purpose of identifying the warranted material to facilities receiving it, the following instructions will apply:		
(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of the quantity) and ends on (enter the date of the end of the warranty period for the quantity).		
(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) as applicable) begins on the date of the acceptance of the lot and ends (enter the length of the warranty period) days later."		
(End of clause)		
(IS7070)		

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit D	ENCLOSURES IAW PARA. 3.4.1 OF ATTACHMENT 4B			